THE HONORABLE ___________

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SHAGANG SHIPPING COMPANY LIMITED (IN LIQUIDATION), Plaintiff, v. HNA GROUP CO., LTD., HNA HOLDING GROUP CO. LIMITED f/k/a HNA INTERNATIONAL INVESTMENT HOLDINGS LIMITED, HNA PLATEAU GOLF LLC, HNA WASHINGTON NATIONAL GOLF LLC, HNA NEWCASTLE GOLF LLC, HNA INDIAN SUMMER GOLF LLC, HNA TROPHY LAKE GOLF LLC, HNA REDMOND RIDGE LLC, HNA HARBOUR POINTE LLC, and ABC GOLF, LLC, Defendants.	**IN ADMIRALTY** CASE NO.: _______________ **VERIFIED COMPLAINT**

Plaintiff, Shagang Shipping Company Limited (In Liquidation) ("Plaintiff"), through its attorneys at Lane Powell PC, respectfully submits this Verified Complaint against Defendants HNA Group Co. Limited ("HNA Group"), HNA Holding Group Co. Limited f/k/a HNA International Investment Holdings Limited ("HNA Holding"), HNA Washington National Golf LLC ("HNA Washington"), HNA Plateau Golf LLC ("HNA Plateau"), HNA Newcastle Golf LLC ("HNA Newcastle"), HNA Indian Summer Golf, LLC ("HNA Indian"), HNA Trophy Lake Golf LLC ("HNA Trophy"), HNA Redmond Ridge LLC ("HNA Redmond"), HNA Harbour

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Pointe LLC ("HNA Harbour"), and ABC GOLF, LLC ("ABC") (HNA Plateau, HNA Washington, HNA Newcastle, HNA Indian, HNA Trophy, HNA Redmond, HNA Harbour, and ABC will be collectively referred to herein as the "LLC Defendants") (all defendants will be referred to collectively herein as "Defendants"), and alleges as follows:

JURISDICTION AND VENUE

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure as it involves claims for the breach of maritime contracts to wit: (1) the time charter party of a vessel by non-party Grand China Shipping (Hong Kong) Co., Ltd. ("Grand China"), and (2) a performance guarantee issued by Defendant HNA to Plaintiff, on behalf of Grand China.

2. This Court has admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333. This action is asserted pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims seeking an order and writ of maritime attachment and garnishment over property of Defendants which is presently located within the District in order to enforce a foreign admiralty judgment.

3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

PARTIES

4. At all material times, Plaintiff was and is a Hong Kong company with a registered address at 6/F., Hecny Tower, 9 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong. Plaintiff currently is in liquidation in Hong Kong, with its liquidators being Mr. Fok Hei Yu and Mr. John Howard Batchelor, both Senior Managing Directors of FTI Consulting (Hong Kong) Limited, Level 22, The Center, 99 Queen's Road Central, Hong Kong.

5. At all material times, Defendant HNA Group was and is a corporation organized and existing under the laws of People's Republic of China, having its registered office at 29, Haixiu Rd., Haikou City, Hainan Province, China 570206.

6. At all material times, Defendant HNA Holding was and is a Hong Kong limited liability company with a registered office at Suites 5811-5814, 58/F, Two International Finance

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Centre, No. 8 Finance Street, Central, Hong Kong. Prior to June 27, 2016 Defendant HNA Holding was named HNA International Investment Holdings Limited. A true and correct copy of the Change of Company Name filing made by HNA Holding is annexed as Exhibit 1.

7. Defendant HNA Washington was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

8. Defendant HNA Plateau was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

9. Defendant HNA Newcastle was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

10. Defendant HNA Indian was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

11. Defendant HNA Trophy was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

12. Defendant HNA Redmond was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

13. Defendant HNA Harbour was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

14. Upon information and belief, Defendant ABC was and is a limited liability company formed in December 2016 and existing under the laws of the State of Delaware.

RELEVANT FACTS

15. On or about August 6, 2008, Plaintiff, as owner, and non-party Grand China, as charterer, entered into a time charter for the M/V DONG-A ASTREA (the "Vessel"), which was then under construction (the "Charter"). A true and correct copy of the fixture recap for the Charter is appended as Exhibit 2. The Vessel was to be delivered to charterer Grand China between February 1, 2010 and June 30, 2010 for a period of 82 – 86 months, at a charter hire rate of USD 52,500 per day.

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16. The Charter states it shall be "Guaranteed by HNA Group Co. Ltd." On August 6, 2008, Defendant HNA Group executed a performance guarantee on behalf of Grand China, the charterer, for the benefit of Plaintiff (the "Guarantee"). A true and correct copy of the Guarantee is appended as Exhibit 3. As stated in the Guarantee, Defendant HNA Group guaranteed "the due and faithful performance and fulfillment by the Charterer of all terms, . . . and conditions in the [Charter]" as "primary obligor and not as a surety merely." The Guarantee further provides that "[i]n the event that the Charterer fails to perform their obligations under the [Charter], against your written notice (the "Notice"), we shall take over the position of Charterer under the [Charter], and perform the [Charter] as Charterer." Finally, the Guarantee states that it "shall be construed in accordance with and governed by the laws of England" with "exclusive jurisdiction" in the English courts.

17. Drastic changes to the bulk shipping market occurred between 2008 when the Charter and Guarantee were executed and 2010 when Grand China was to take delivery of the Vessel under the Charter.

18. Grand China failed to fulfil its obligations under the Charter, and, by 2012, was in repudiatory breach of the Charter.

19. When Grand China breached the Charter, Plaintiff demanded payment from Defendant HNA Group under the Guarantee, which payment was declined.

20. Pursuant to the terms of the Guarantee, Plaintiff commenced an action against Defendant HNA Group in London in the High Court of Justice, Queen's Bench, Commercial Court (the "English Court"), in the matter entitled Shagang Shipping Company Limited (In Liquidation) v. HNA Group Company, Limited.

21. After a full trial on the merits of the claim, on April 16, 2016, the English Court entered an Approved Judgment against Defendant HNA Group and in favor of Plaintiff in the amount of US$68,597,049.59, plus interest and costs (the "Judgment"). A true and correct copy of the Judgment is annexed as Exhibit 4.

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22. Defendant HNA Group made an application for leave to appeal the Approved Judgment in the English Court which was subsequently refused by the English Court on June 4, 2016. Shortly thereafter, on June 6, 2016, Defendant HNA Group made a further request to appeal to Her Majesty's Court of Appeal, Civil Division (the "Appeal Court"). On October 17, 2016, the Appeal Court refused permission for Defendant HNA Group to appeal (the "Appeal Decision"). On October 25, 2016, Defendant HNA Group filed a request for the Appeal Decision to be reconsidered at an oral hearing in the Appeal Court (the "Oral Hearing"). The Oral Hearing is set down to be heard on June 21, 2017. There is no stay on the enforcement of the Judgment pending HNA Group's Oral Hearing.

23. Despite due demands for payment made on behalf of Plaintiff, Defendant HNA Group has not paid the US$68,597,049.59 plus interest and costs which remains owing and outstanding.

24. Defendant HNA Group remains in breach of the Guarantee for its failure to perform in place of Grand China and its failure to satisfy the duly rendered Judgment.

COUNT I: BREACH OF MARITIME CONTRACT

25. Plaintiff and Defendant HNA Group executed the Guarantee dated August 6, 2008. Pursuant to the terms of the Guarantee, Defendant HNA Group agreed "hereby absolutely and unconditionally, . . . the due and faithful performance and fulfillment by [Grand China] of all terms, . . . of the [Charter]." It further agreed that "[i]n the event that [Grand China] fails to perform their obligations under the [Charter], . . . , [Defendant HNA Group] shall take over the position of [Grand China] under the [Charter], and perform the [Charter] as Charterer."

26. A performance guarantee is a maritime contract where it purports to act as more than a mere surety. See Classic Maritime Inc. v. Limbugan Makmur SdN BHD, 646 F. Supp. 2d 364, 369-70 (S.D.N.Y. 2009). By the express terms of the Guarantee, Defendant HNA Group undertook responsibility as a "primary obligor and not as a surety merely" and likewise undertook the obligation to perform the Charter itself if Grand China failed to do so.

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27. Plaintiff at all times performed its obligations under the Charter and Guarantee. Plaintiff is not in default or breach of the Charter with Grand China or the Guarantee with Defendant HNA Group.

28. Neither Grand China nor Defendant HNA Group performed the Charter. Both Grand China and HNA Group committed a repudiatory breach of the Charter as determined in the Judgment.

29. Due to Grand China's breach of the Charter and Defendant HNA Group's coterminous breach of the Guarantee, Plaintiff has been damaged in the principal amount of US$68,597,049.59, representing lost hire payments.

COUNT II: DEFENDANT HNA HOLDING AND THE LLC DEFENDANTS ARE LIABLE AS ALTER EGOS OF DEFENDANT HNA GROUP

30. Notwithstanding their formal separate incorporation, Defendants are in fact a single business enterprise, pursuing functionally differentiated business objectives through nominally separate business structures subject to the financial and operational domination and control of Defendant HNA Group.

31. Defendant HNA Group owns 66.84% of Defendant HNA Holding through a series of intermediate companies. A true and correct copy of relevant portions of Defendant HNA Holding's Annual Report for 2015 (while Defendant HNA Holding was known as HNA International Investment Holdings Limited) ("HNA Holding's 2015 Annual Report") is annexed as Exhibit 5. Defendant HNA Group's beneficial ownership of Defendant HNA Holding can be found at page 39 of HNA Holding's 2015 Annual Report.

The Relationship Between HNA Group and HNA Holding

32. Defendant HNA Holding's 2015 Annual Report also contains the following information regarding HNA Holding's finances:

a. "On 28 July 2014, the Company issued 418,144,000 new shares to HNA Group (International) Company Limited ("HNA Group (International)") at a price of HK$0.3 each to raise proceeds of HK$125,443,000

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[approximately US$16,056,704] under an agreement signed on 18 June 2014. The net proceeds of HK$124,595,000 [approximately US$15,948,160] was used by the Company primarily for repayment of borrowings. The new shares ranked pari passu with the existing shares in all respects." Ex. 5 (HNA Holding's 2015 Annual Report), p. 142.

b. HNA Holding's "[l]oss attributable to owners of the Company for the year 2015 amounted to HK$213.8 million [approximately US$27,366,400], representing a significant reduction of HK$121.2 million (-36.2%) from the loss of HK$335.0 million [US$42,880,000] in 2014." Ex. 5 (HNA Holding's 2015 Annual Report), p. 13.

c. HNA Holding's "Bank Balances and Cash" as of December 31, 2015 was HK$2,639,565,000 [approximately US$337,864,320]. Ex. 5 (HNA Holding's 2015 Annual Report), p. 163.

d. Holding's "Bank Balances and Cash" as of December 31, 2014 was HK$13,355,000 [approximately US$1,709,440]. Ex. 5 (HNA Holding's 2015 Annual Report), p. 163.

33. In July 2015, Mr. Zhao Quan was appointed as Chairman of Defendant HNA Holding. Ex. 5 (HNA Holding's 2015 Annual Report), p. 3.

34. Mr. Zhao's apparently company-written biography currently can be found on-line in Bloomberg market literature. A true and correct copy of the Bloomberg biography of Mr. Zhao Quan is annexed as Exhibit 6.

35. Mr. Zhao not only acts as Chairman of Defendant HNA Holding. He also serves as Chairman of another company in the chain between Defendant HNA Group and Defendant HNA Holding (HNA Investment Group Co., Ltd.). See Ex. 6.

36. Mr. Zhao also appears to currently act as "the chief financial officer of HNA Group Co., Ltd." Ex. 6.

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37. At some time after Mr. Zhao Quan was named Chairman of Defendant HNA Holding, Mr. Wang Shuang was appointed as Co-Chairman of Defendant HNA Holding. Mr. Wang's apparently company-written biography currently can be found on-line in Bloomberg market literature. A true and correct copy of the Bloomberg biography of Mr. Wang Shuang is annexed as Exhibit 7.

38. Not only is Mr. Wang Shuang the Co-Chairman of HNA Holding, but he also "is now the chief investment officer of HNA Group Co., Ltd. which is a substantial shareholder of [HNA Holding] . . . . Mr. Wang joined HNA Group Co., Ltd. since 2007 and was engaged with senior management positions . . . ." See Ex. 7.

39. Mr. Wang also is listed as a Director, the Chief Operating Officer and Chief Financial Officer of HNA Group (International) Company Limited, which is the direct subsidiary of Defendant HNA Group and a shareholder of Defendant HNA Holding. A true and correct copy of relevant potions of a Supplemental Offering Circular related to a note offering by HNA Group (International) Company Limited dated 11 August 2016 is annexed as Exhibit 8. Mr. Wang's position with HNA Group (International) Company Limited is listed on page 24 of Exhibit 8.

HNA's Acquisition of the Golf Courses

40. On November 23, 2016, HNA Holding issued a circular dated 23 November 2016 titled "Major Transaction Acquisition of Golf Courses in the US" (the "November 2016 Circular"). A true and correct copy of relevant portions of the November 2016 Circular is annexed as Exhibit 9.

41. The transaction reported in the November 2016 Circular was entered into by Defendant HNA Holding on October 7, 2016. See Ex. 9, p. 5.

42. In or about December 2016, Defendant HNA Holding (through the conduit of the LLC Defendants, each of which it owns directly and completely), closed on ten golf courses located on eight separate properties located within this district (the "Golf Courses") identified in Ex. 9, p.12, namely:

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(a) 2 courses at The Golf Club at Newcastle, 15500 Six Penny Lane, Newcastle, WA 98059 (new nominal owner: Defendant HNA Newcastle);

(b) The Washington National Golf Club, 14330 SE Husky Way, Auburn, WA 98092 (new nominal owner: Defendant HNA Washington);

(c) The Golf Club at Redmond Ridge, 11825 Trilogy Parkway NE, Redmond, WA 98053 (new nominal owner: Defendant HNA Redmond);

(d) Trophy Lake Golf & Casting, 3900 SW Lake Flora Road, Port Orchard, WA 98367 (new nominal owner: Defendant HNA Trophy);

(e) Harbour Pointe Golf Club, 11817 Harbour Pointe Boulevard, Mukilteo, WA 98275 (new nominal owner: Defendant HNA Harbour);

(f) 2 courses at Golf Club at Hawks Prairie: 9051 46th Avenue NE, Lacey, WA 98516 (new alleged nominal owner: ABC);

(g) The Plateau Club, 25625 East Plateau Drive, Sammamish, WA 98074 (new nominal owner: Defendant HNA Plateau); and

(h) Indian Summer Golf & Country Club: 5900 Troon Lane, Olympia, WA 98501 (new nominal owner: Defendant HNA Indian).

Plaintiff has used the fictional name "ABC Golf, LLC" in paragraph (f) and alleged that ABC is the new owner of the 2 courses at the Golf Club at Hawks Prairie: 9051 46th Avenue NE, Lacey, WA 98516 (the "Hawks Prairie Courses"), as a placeholder for the actual name of the owner of the Hawks Prairie Courses because no title update yet has been filed on these parcels purchased by Defendants.

43. The November 2016 Circular reports the purchase price for the Golf Courses as US$137,470,000. Ex. 9, p. 6. According to the letter from the board of Defendant HNA Holding to its shareholders in the November 2016 Circular, HNA Holding "has sufficient resources to satisfy in full the consideration of the Acquisition and intends to finance the Acquisition by internal resources." Ex. 9, p. 6.

44. The November 23 letter from Defendant HNA Holding also states the "Company will continue to actively explore overseas investment opportunities including golf courses in

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order to enhance the existing principal business of the Company and create synergy with HNA Group Co., Ltd." See Ex. 9, p. 13 (emphasis added).

Domination and Control Within the Defendants
The LLC Defendants and HNA Holding

45. With respect to the LLC Defendants, they were created after Defendant HNA Holding contracted to buy the Golf Courses itself. Each sale of the Golf Courses was perfected by Defendant HNA Holding through one of the LLC Defendants – single-purpose limited liability companies registered to do business in Delaware in December 2016 after the purchase of the Golf Courses by the Defendants already had been agreed.

46. Defendant HNA Holding transferred ownership of the Golf Courses to the respective LLC Defendants without any apparent consideration exchanged in those transfers.

47. The LLC Defendants have no apparent capital, and certainly insufficient capital to purchase the Golf Courses for the collective amount purchased by Defendant HNA Holding.

48. The transfers of title of the Golf Courses by Defendant HNA Holding to the LLC Defendants were not arm's length transactions.

49. Upon information and belief, Defendant HNA Holding and/or its officers and/or directors are the principals of the LLC Defendants.

50. Upon information and belief, at all material times, defendant HNA Holding so completely dominates and controls each of the LLC Defendants such that, while the LLC Defendants comprise nominally separate corporate legal entities, their ownership and control is so intertwined and fused that they are distinct from one another only as a matter of formality.

HNA Holding and HNA Group

51. At the close of 2014, HNA Holding had less than $2 million in its bank accounts and cash and reported that it had lost nearly $43 million that same year.

52. HNA Holding further reported that it had "borrowed" approximately $16 million in 2014 from an unnamed corporate parent to pay off creditors.

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53. In 2015, shortly after Defendant HNA Group's Chief Financial Officer Mr. Zhao Quan was named Chairman of Defendant HNA Holding, HNA Holding decided to abandon its former core business (information technology) and focus on real estate holdings and golf courses. Ex. 9, p. 14.

54. By the end of 2015, HNA Holding reported having nearly $338 million in its bank accounts and cash. The claimed basis for this dramatic increase in cash was a share issuance on the Hong Kong Stock Exchange.

55. In October 2016, Defendant HNA Holding agreed to purchase the Golf Courses for approximately $137 million financed, in its own words, by "internal sources." Neither HNA Holding's financial reports, nor the title reports on the Golf Courses, show any mortgages on the Golf Courses.

56. Upon information and belief, the Co-Chairmen of Defendant HNA Holding – Messrs. Zhao and Wang, who were the top financial officers HNA Holding's ultimate corporate parent Defendant HNA Group – were assigned their positions in Defendant HNA Holding by HNA Group management with orders from Defendant HNA Group to, amongst other things, acquire the Golf Courses.

57. Defendant HNA Holding's 2016 Annual Report reports that HNA Holding has taken on an additional HK$700,000,000 [approximately US$86,000,000] in "Borrowings – due after one year." A true and correct copy of HNA Holding's 2016 Annual Report is annexed as Exhibit 10. The "Borrowings" entry difference year over year may be found at the top of page 5.

58. Upon information and belief, Defendant HNA Holding's acquisition of the Golf Courses was funded directly (or surreptitiously) by Defendant HNA Group.

59. Upon information and belief, at all material times, defendant HNA Group was and is a joint obligor of Defendant HNA Holding and/or the LLC Defendants.

60. Defendant HNA Group routinely guarantees the obligations of its subsidiaries. The Guarantee related to this dispute is one example of such activity. Another example of a much greater magnitude is evidenced by the Supplemental Offering dated 11 August 2016

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annexed as Exhibit 8, which Supplemental Offering contemplates HNA Group's guaranteeing of US$1 billion of notes to be issued by HNA Group's subsidiary HNA Group (International) Company Limited. Upon information and belief, at all material times, defendant HNA Group has guaranteed the debt obligation undertaken by Defendant HNA Holding to purchase the Golf Courses.

61. Upon information and belief, at all material times, defendant HNA Group so completely dominates and controls HNA Holding (and, through HNA Holding, each of the LLC Defendants) such that, while the LLC Defendants comprise nominally separate corporate legal entities, their ownership and control is so intertwined and fused that they are distinct from one another only as a matter of formality. Defendant HNA Group has acted in this fashion to avoid its numerous creditors outside of China caused by HNA Group's guaranteeing of the corporate obligations of its various corporate subsidiaries and then defaulting on those guarantees (as has happened in this dispute).

62. The most apparent evidence of the domination and control by Defendant HNA Group over Defendant HNA Holding is the placement of HNA Group's top two financial officers as the Co-Chairs of HNA Holding. Behind those personnel moves, however, upon information and belief HNA Group has financially supported HNA Holding's real estate gains while attempting to shield HNA Group from creditor liability.

63. For the foregoing reasons, this Court should hold that Defendant HNA Holding and the LLC Defendants are the alter egos of Defendant HNA Group and or that the corporate veils of these entities should be pierced so as to apply Defendant HNA Group's liability to Defendant HNA Holding and the LLC Defendants.

COUNT III. APPLICATION FOR ATTACHMENT UNDER SUPPLEMENTAL ADMIRALTY RULE B

64. Plaintiff repeats and realleges each and every allegation set forth in ¶¶ 1 to 63 hereof with the same force and effect as if fully set forth herein.

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65. The underlying dispute arising from Defendant HNA Group's breach of the Guarantee is based on the Judgment rendered by the High Court of Justice, Queen's Bench Division. Plaintiff brings this action to recognize and enforce that Judgment against Defendants.

66. Upon information and belief, Defendants cannot be found within this District within the meaning of Rule B.

67. On information and belief, Defendant HNA Group registered to do business in Washington State on January 30, 2015, which registration expired on January 30, 2016. HNA Group's registration status was dissolved as of May 2, 2016, which status remains unchanged to date.

68. However, Defendants' real property can be found within this District, namely the Golf Courses nominally owned by the LLC Defendants and beneficially owned by Defendant HNA Group through Defendant HNA Holding as follows:

(i) 2 courses at The Golf Club at Newcastle, 15500 Six Penny Lane, Newcastle, WA 98059 (new nominal owner: HNA Newcastle);

(j) The Washington National Golf Club, 14330 SE Husky Way, Auburn, WA 98092 (new nominal owner: HNA Washington);

(k) The Golf Club at Redmond Ridge, 11825 Trilogy Parkway NE, Redmond, WA 98053 (new nominal owner: HNA Redmond);

(l) Trophy Lake Golf & Casting, 3900 SW Lake Flora Road, Port Orchard, WA 98367 (new nominal owner: HNA Trophy);

(m) Harbour Pointe Golf Club, 11817 Harbour Pointe Boulevard, Mukilteo, WA 98275 (new nominal owner: HNA Harbour);

(n) 2 courses at Golf Club at Hawks Prairie: 9051 46th Avenue NE, Lacey, WA 98516 (new nominal owner: ABC);

(o) The Plateau Club, 25625 East Plateau Drive, Sammamish, WA 98074 (new nominal owner: HNA Plateau); and

(p) Indian Summer Golf & Country Club: 5900 Troon Lane, Olympia, WA 98501 (new nominal owner: HNA Indian).

See Ex. 9, p. 33.

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69. The total amount to be restrained and to satisfy Plaintiff's claim is $68,597,049.59 in principal plus interest calculated at USD 3 Month LIBOR +2.5% running from May 16, 2016 to the date of payment.

WHEREFORE, Plaintiff Shagang Shipping Company Limited (In Liquidation) demands judgment as follows:

1. That process in due form of law according to the practice of this Court in the form of a writ of maritime attachment be issued against Defendants HNA Group Co., Limited, HNA Holding Group Co. Limited f/k/a HNA International Investment Holdings Limited, HNA Washington National Golf LLC, HNA Plateau Golf LLC, HNA Newcastle Golf LLC, HNA Indian Summer Golf, LLC, HNA Trophy Lake Golf LLC, HNA Redmond Ridge LLC, HNA Harbour Pointe LLC, and ABC Golf, LLC, in the amount of $68,597,049.59 (and estimated interest, and attorneys' fees), and if Defendants cannot be found, then that their goods, chattels, credits, bills of lading, debts, effects and monies, funds, accounts, letters of credit, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to them, are claimed by them, are being held for them or on their behalf, or which is being transferred for their benefit, within the District may be attached in an amount sufficient to answer Plaintiff's claim;

2. That Defendants and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;

3. That this Court recognize and confirm the Judgment rendered on the claims set forth herein as a Judgment of this Court, along with awarding Plaintiff's attorneys' fees and costs in connection with these action;

4. That this Court hold that Defendant HNA Holding and the LLC Defendants are dominated and controlled by Defendant HNA Group such that they likewise are liable to Plaintiff for the Judgment; and

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5. That this Court grant Plaintiff such other and further relief which it may deem just and proper.

DATED: March 22, 2017

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AFFIDAVIT OF GARRETT S. GARFIELD

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

GARRETT S. GARFIELD, being first duly sworn, upon his oath, deposes and states as follows:

1. I am submitting this Affidavit in compliance with SAR Rule B and LAR 115. I am associated with the firm of Holland & Knight LLP, which represents Plaintiff Shagang Shipping Company Limited (In Liquidation). I am licensed in the State of Washington and am admitted to practice before this Honorable Court. I have personal knowledge that Holland & Knight LLP, and Shagang Shipping Company Limited (In Liquidation) have retained the law firm of Lane Powell PC in the foregoing action.

2. I have also read the foregoing Verified Complaint and know the contents thereof, which are true and correct to the best of my knowledge, information and belief. It is necessary for me to make this verification because there are no officers or directors of Plaintiff within the jurisdiction of this Honorable Court, and because my colleagues in Holland & Knight LLP's New York office, which whom Plaintiff has primarily corresponded in connection with this matter, are not presently admitted to practice before this Honorable Court.

3. The sources of my information are as follows: I have reviewed documentation provided to me by my colleagues in Holland & Knight LLP's New York office, which I understand to in turn have been provided by Plaintiff; I have discussed the allegations of the foregoing Verified Complaint by telephone with the same colleagues; I have corresponded with a title company and reviewed documents provided by the title company relating to titular ownership of real property in the State of Washington; and I have reviewed email correspondence with representatives of Plaintiff in connection with this matter. I am authorized by Plaintiff to make this verification, and the reason for my making it as opposed to an officer or director of

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Plaintiff is that there are none within the jurisdiction of this Honorable Court.

4. I am familiar with the facts and circumstances underlying this dispute and I am submitting this Affidavit in support of the Verified Complaint and the Writ of Attachment.

5. As co-counsel for Shagang Shipping Company Limited (In Liquidation), I hereby certify to the Court and the Clerk of the Court that a diligent search and inquiry has been made to ascertain the name and address of a person or party upon whom can be served process *in personam* which will bind defendants HNA Group Co. Limited ("HNA Group"), HNA Holding Group Co. Limited f/k/a HNA International Investment Holdings Limited ("HNA Holding"), HNA Washington National Golf LLC ("HNA Washington"), HNA Plateau Golf LLC ("HNA Plateau"), HNA Newcastle Golf LLC ("HNA Newcastle"), HNA Indian Summer Golf, LLC ("HNA Indian"), HNA Trophy Lake Golf LLC ("HNA Trophy"), HNA Redmond Ridge LLC ("HNA Redmond"), HNA Harbour Pointe LLC ("HNA Harbour"), and ABC Golf, LLC ("ABC") (collectively "Defendants"). Plaintiff has used the fictional name "ABC Golf, LLC" and alleged that ABC is the new owner of the 2 courses at the Golf Club at Hawks Prairie: 9051 46th Avenue NE, Lacey, WA 98516, as a placeholder for the actual name of the owner of the Hawks Prairie Courses because no title update yet has been filed on these parcels purchased by Defendants.

6. A firm librarian in Holland & Knight LLP's New York office examined the online database of the Washington Department of State, and Defendants were neither listed as Washington business entities, nor as foreign business entities authorized to do business in Washington.

7. With respect to the Defendants, one Defendant, HNA Group, was previously registered to do business in the State of Washington. That registration lapsed on January 31, 2016 and HNA Group's registration was dissolved on May 2, 2016.

8. The firm librarian consulted several additional sources including the Westlaw Company Index, Dun & Bradstreet, Equasis, InforMare, and Infospectrum, Ltd., and was unable to find the Defendants within this District or within the State of Washington.

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9. To the best of my knowledge, based upon such diligent search and inquiry my office has been unable to ascertain the name and address of any person or party within this District upon whom service of process would bind the Defendants.

Garrett S. Garfield

SUBSCRIBED AND SWORN to before me on March 22, 2017.

OFFICIAL STAMP
COREY ALEXANDER RASMUSSEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 935163
MY COMMISSION EXPIRES JANUARY 14, 2019

Print Name: COREY RASMUSSEN

NOTARY PUBLIC for the State of Oregon,
residing at PORTLAND OREGON

My appointment expires: JANUARY 14, 2019

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VERIFICATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Katie Matison, upon her oath, states as follows:

1. I am a shareholder at Lane Powell PC in Seattle, Washington, and am counsel for Plaintiffs, Shagang Shipping Company Limited (In Liquidation). I was hired by Plaintiff and the law firm of Holland & Knight LLP.

2. On information and belief, I believe that the allegations contained within this Verified Complaint are true and correct, based upon the information and documents provided to me by Holland & Knight LLP.

Katie Matison

Katie Matison

SUBSCRIBED AND SWORN to before me on March 22, 2017.

TERRI L. POTTER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 01-15-18

Terri L. Potter

Print Name: Terri L. Potter

NOTARY PUBLIC for the State of Washington, residing at Lake Stevens, WA

My appointment expires: 01/15/18

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